

NOTICE TO INTERESTED PARTIES

This solicitation is provided to you for information purposes only and **is not an official document**. If submitted as an offer, the State Procurement Office (SPO) will not accept it as a valid offer. It will be automatically rejected **and will not be considered for award**.

To obtain an official copy of the solicitation (evidenced by the procurement officer's signature), including any addenda to the document, interested party must contact the SPO, telephone (808) 586-0573; facsimile (808) 586-0570; or by e-mail at robert.zamarron@hawaii.gov. Please provide name of company, address, phone number, fax number, and name of contact person. Unless party provides the SPO with its Fedex (or equivalent) account number, the document will be sent by U.S. Postal Service first class mail.

STATE PROCUREMENT OFFICE

LEGAL AD DATE: January 2, 2004

INVITATION FOR BIDS

No. IFB-04-042-O

SEALED OFFERS FOR FURNISHING SERVICES TO DEVELOP, CONDUCT AND EVALUATE COMPUTER CLASSROOM TRAINING FOR STATE EMPLOYEES ON OAHU

TECHNICAL AND PRICE OFFERS WILL BE RECEIVED UP TO 2:00 P.M. (HST) ON

JANUARY 13, 2004

TECHNICAL OFFERS WILL BE OPENED AT 2:00 P.M. (HST) ON **JANUARY 13, 2004**

PRICE OFFERS WILL BE OPENED AT 2:00 P.M. (HST) ON **JANUARY 27, 2004**

IN THE STATE PROCUREMENT OFFICE, KALANIMOKU BUILDING, 1151 PUNCHBOWL STREET, ROOM 416, HONOLULU, HAWAII 96813. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO MR. ALVIN WASHIASHI, TELEPHONE (808) 586-0571, FACSIMILE (808) 586-0570 OR E-MAIL AT alvin.washiashi@hawaii.gov

JUSTIN FO
Acting Procurement Officer

Name of Company

IFB-04-042-O

SUBMIT AS PART OF STEP 2 – PRICE OFFER.

DEVELOP, CONDUCT AND EVALUATE COMPUTER CLASSROOM TRAINING FOR STATE EMPLOYEES ON OAHU IFB-04-042-O

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions, dated September 1, 1995, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check ☒ one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.
State of incorporation: _____

Offeror is:

- ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture
☐ Other _____

Federal I.D. No.: _____

Hawaii General Excise Tax License I.D. No.: _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____

(x) _____

Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

Name and Title (Please Type or Print)

E-mail Address: _____

* _____

Exact Legal Name of Company (Offeror)

*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

SUBMIT AS PART OF STEP 2 – PRICE OFFER.

The following offer is hereby submitted to furnish services to develop, conduct, and evaluate Computer Classroom Training for State Employees on Oahu, as specified herein:

Item No.	Description	Cost Per Student Per Course
*1.	TRAINING FACILITY PROVIDED BY THE STATE	
	**<u>Option 1:</u>	
	Total Discount Rate Per Course from Published Catalog Price Schedule submitted with the bid	_____ %
	<u>OR</u>	
	**<u>Option 2:</u>	
	One Flat Fee Per Course (same rate for all courses)	\$ _____
*2.	TRAINING FACILITY PROVIDED BY THE CONTRACTOR	
	Note that the State will utilize Contractor-provided training Facility.	
	**<u>Option 1:</u>	
	Total Discount Rate Per Course from Published/Catalog Price Schedule submitted with the bid	_____ %
	<u>OR</u>	
	**<u>Option 2:</u>	
	One Flat Fee Per Course (same rate for all courses)	\$ _____

***Bidder must submit offers for Items 1, 2, 3 and 4; however, award, if any, will be based on results of the evaluation made for item numbers 1 and 2 only.**

****Do not submit an offer for both Options 1 and 2. Submit an offer for only one of the two options under each item number.**

Offeror: _____
(Name of Company)

SUBMIT AS PART OF STEP 2 – PRICE OFFER.

Item No.	Description	Cost Per Student Per Course
*3.	TRAINING FACILITY PROVIDED BY THE CONTRACTOR Note that the State will utilize Contractor-provided training Facility for courses listed under item 1 only if and when State provided facility is not available for the performance of the contract. **Option 1: Total Discount Rate Per Course from Published/Catalog Price Schedule submitted with the bid _____ % <u>OR</u> **Option 2: One Flat Fee Per Course (same rate for all courses) \$ _____	
*4.	INTERNET BASED COURSES AS REQUESTED ON SPECIFICATIONS page S-2, ADDITIONAL SERVICES(2) **Option 1: Total Discount Rate Per Course from Published/Catalog Price Schedule submitted with the bid _____ % <u>OR</u> **Option 2: One Flat Fee Per Course (same rate for all courses) \$ _____ Note that the Contractor shall provide Internet based Courses, if requested by the State, at rates listed below.	

***Bidder must submit offers for Items 1, 2, 3 and 4; however, award, if any, will be based on results of the evaluation made for item numbers 1 and 2 only.**

****Do not submit an offer for both Options 1 and 2. Submit an offer for only one of the two options under each item number.**

Offeror: _____
(Name of Company)

SUBMIT AS PART OF STEP 2 – PRICE OFFER.

EVALUATION SHEET FOR ITEM NO. 1:

Bidder shall complete the following for price evaluation and award purposes when bidder bids on **Item 1, Option 1 or Option 2**, on Offer Form page OF-2:

	Option 1					Option 2
	<u>Course Fee*</u>	x	1.00 Minus Disc. Rate <u>Offered</u>	=	<u>Evaluated Bid Price</u>	<u>Course Fee</u>
Windows 98						
Introduction	_____	x	_____	=	_____	_____
Intermediate	_____	x	_____	=	_____	_____
Advanced	_____	x	_____	=	_____	_____
Windows 2000						
Introduction	_____	x	_____	=	_____	_____
Intermediate	_____	x	_____	=	_____	_____
Advanced	_____	x	_____	=	_____	_____
Microsoft Word 97						
Introduction	_____	x	_____	=	_____	_____
Intermediate	_____	x	_____	=	_____	_____
Advanced	_____	x	_____	=	_____	_____
Microsoft Word 2000						
Introduction	_____	x	_____	=	_____	_____
Intermediate	_____	x	_____	=	_____	_____
Advanced	_____	x	_____	=	_____	_____
Microsoft Excel 97						
Introduction	_____	x	_____	=	_____	_____
Intermediate	_____	x	_____	=	_____	_____
Advanced	_____	x	_____	=	_____	_____
Microsoft Excel 2000						
Introduction	_____	x	_____	=	_____	_____
Intermediate	_____	x	_____	=	_____	_____
Advanced	_____	x	_____	=	_____	_____
Microsoft Access 97						
Introduction	_____	x	_____	=	_____	_____
Intermediate	_____	x	_____	=	_____	_____
Advanced	_____	x	_____	=	_____	_____
Microsoft Access 2000						
Introduction	_____	x	_____	=	_____	_____
Intermediate	_____	x	_____	=	_____	_____
Advanced	_____	x	_____	=	_____	_____
ITEM NO. 1 (Option 1) – SUB-TOTAL (page OF-4):					\$ _____	\$ _____

Offeror: _____
(Name of Company)

SUBMIT AS PART OF STEP 2 – PRICE OFFER.

EVALUATION SHEET FOR ITEM NO. 1, Option 1 or Option 2: (continued)

Option 1					Option 2
	<u>Course Fee*</u>	x	1.00 Minus Disc. Rate <u>Offered</u> =	Evaluated <u>Bid Price</u>	<u>Course Fee</u>
Microsoft PowerPoint 97					
Introduction	_____	x	=	_____	_____
Intermediate	_____	x	=	_____	_____
Advanced	_____	x	=	_____	_____
Microsoft PowerPoint 2000					
Introduction	_____	x	=	_____	_____
Intermediate	_____	x	=	_____	_____
Advanced	_____	x	=	_____	_____
Microsoft Outlook 2000	_____	x	=	_____	_____
Lotus Notes R5					
Introduction	_____	x	=	_____	_____
Intermediate	_____	x	=	_____	_____
Lotus Notes R6					
Introduction	_____	x	=	_____	_____
Intermediate	_____	x	=	_____	_____
Internet Explorer 5.0	_____	x	=	_____	_____
Internet Explorer 6.0	_____	x	=	_____	_____
Using HTML to Create Web Pages	_____	x	=	_____	_____
ITEM NO. 1 (Option 1) – SUB-TOTAL (page OF-5):				\$ _____	\$ _____
ITEM NO. 1 (Option 1) – SUB-TOTAL (page OF-4):				\$ _____	\$ _____
ITEM NO. 1 (Option 1) – EVALUATED TOTAL SUM BID (Pages OF-4 and OF-5):				\$ _____	\$ _____

Offeror: _____
(Name of Company)

EVALUATION SHEET FOR ITEM NO. 2 on OFFER Form page OF-2:

Bidder shall complete the following for price evaluation and award purposes when bidder bids on **Item 2, Option 1 or Option 2**, on Offer Form page OF-2:

<u>Option 1</u>				<u>Option 2</u>	
	<u>Course Fee*</u>	x	1.00 Minus Disc. Rate <u>Offered</u> =	<u>Evaluated Total Bid Price</u>	<u>Course Fee</u>
Windows NT 4.0					
Introduction	_____	x	_____ =	_____	_____
Intermediate	_____	x	_____ =	_____	_____
Advanced	_____	x	_____ =	_____	_____
Windows XP					
Introduction	_____	x	_____ =	_____	_____
Intermediate	_____	x	_____ =	_____	_____
Advanced	_____	x	_____ =	_____	_____
Microsoft Word XP					
Introduction	_____	x	_____ =	_____	_____
Intermediate	_____	x	_____ =	_____	_____
Advanced	_____	x	_____ =	_____	_____
Microsoft Excel XP					
Introduction	_____	x	_____ =	_____	_____
Intermediate	_____	x	_____ =	_____	_____
Advanced	_____	x	_____ =	_____	_____
Microsoft Access XP					
Introduction	_____	x	_____ =	_____	_____
Intermediate	_____	x	_____ =	_____	_____
Advanced	_____	x	_____ =	_____	_____
Microsoft PowerPoint XP					
Introduction	_____	x	_____ =	_____	_____
Intermediate	_____	x	_____ =	_____	_____
Advanced	_____	x	_____ =	_____	_____
Microsoft Outlook XP	_____	x	_____ =	_____	_____
Microsoft Project					
Planning a Project	_____	x	_____ =	_____	_____
Managing a Project	_____	x	_____ =	_____	_____
Photoshop	_____	x	_____ =	_____	_____
Introduction	_____	x	_____ =	_____	_____
Intermediate	_____	x	_____ =	_____	_____
Advanced	_____	x	_____ =	_____	_____
Photoshop for the Web	_____	x	_____ =	_____	_____
Dream Weaver I					
Designing Websites	_____	x	_____ =	_____	_____
Dream Weaver II					
Maintaining Websites	_____	x	_____ =	_____	_____
FrontPage					
Designing Web Pages	_____	x	_____ =	_____	_____
Managing the Website	_____	x	_____ =	_____	_____
Adobe Acrobat					
Working with PDF Files	_____	x	_____ =	_____	_____

ITEM NO. 2 (Option 1) – EVALUATED TOTAL SUM BID

(Page OF-6):

\$ _____ \$ _____

Offeror: _____
(Name of Company)

SUBMIT AS PART OF STEP 2 – PRICE OFFER.

BIDDER INFORMATION:

Office address _____

Telephone No. _____

Contact person _____

INSURANCE INFORMATION:

Commercial General	<u>Carrier</u> _____	<u>Agent</u> _____	<u>Policy No.</u> _____
Liability	_____	_____	_____

BIDDER REFERENCES

List reference names and addresses, phone numbers, facsimile numbers of three agencies or firms to whom the bidder has provided or is currently providing similar services as specified herein:

	<u>Agency or Firm</u>	<u>Address/ Telephone No./Facsimile number</u>	<u>Contact Person</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Offeror: _____
(Name of Company)

WAGE CERTIFICATE
FOR SERVICE CONTRACTS
(See Special Provisions)

Subject: IFB No.: IFB-04-042

Title of IFB: DEVELOP, CONDUCT AND EVALUATE COMPUTER CLASSROOM
TRAINING FOR STATE EMPLOYEES ON OAHU

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

WAGE CERTIFICATE

SPECIFICATIONS

INTRODUCTION

This Invitation for Bids (IFB) is for the services of a single contractor to develop, implement, conduct, and evaluate computer classroom training programs for Hawaii State employees on Oahu administered by the Department of Human Resources Development (DHRD). Award will be based on the offers for Item No. 1, Training Facility Provided by the State and Item No. 2, Training Facility Provided by the Contractor.

The State will use their facility for the performance of courses listed under Classroom Courses at State Facilities (item 1 on the appropriate OFFER FORM pages). However, if the State facility is not available for performance of these courses the Contractor shall provide training facilities to conduct these courses as detailed under CONTRACTOR'S RESPONSIBILITIES, SPECIFICATIONS page S-3.

The Contractor shall provide its own facility for the performance of courses listed under Classroom Courses at Contractor's Facilities (item 2 on the appropriate OFFER FORM pages).

It should be understood that the resulting contract applies to the specified classroom and internet-based courses only. Governmental jurisdictions covered by this contract will be free to purchase courses other than those specified in this contract as well as those using other formats such as CD-ROM or video-based training from other vendors.

Program intent, goals and guidelines are described in the following sections. Prospective bidders should review all aspects of the program specifications and course description, contract specifications and special contract provisions. Any recommendations and/or conclusions resulting from this review should be incorporated in the bidder's technical offer.

PURPOSE

To provide computer software training programs and training materials for computer courses, listed herein. State employees who use computers shall be trained on certain software programs that are commonly used throughout state government.

DEFINITIONS

Introduction:	Essential, Fundamental
Intermediate:	In between fundamental and most difficult
Advanced:	Highest degree of difficulty

These terms refer to the degree of difficulty with the subject matter and need for understanding on the use of terms and instructions.

For example:

Microsoft Word 97 (Introduction) -	Fundamental terms and concepts of the word processing software so that the user will be able to use the software for practical, everyday needs.
------------------------------------	---

Microsoft Word 97 (Intermediate) -	More terms and higher concepts that will enable the user to make greater use of the capabilities of the program and expand the user's knowledge and ability to use the program.
------------------------------------	---

Microsoft Word 97 (Advanced) - Highest level of terms and concepts that will enable the user to make the best and highest use of the program and to maximize output productivity.

COURSES

At a minimum the following courses shall be offered:

Classroom Courses at State Facilities

Introduction, Intermediate and Advanced MS Windows 98
Introduction, Intermediate and Advanced MS Windows 2000
Introduction, Intermediate and Advanced MS Word 97
Introduction, Intermediate and Advanced MS Word 2000
Introduction, Intermediate and Advanced MS Excel 97
Introduction, Intermediate and Advanced MS Excel 2000
Introduction, Intermediate and Advanced MS Access 97
Introduction, Intermediate and Advanced MS Access 2000
Introduction, Intermediate and Advanced MS Power Point 97
Introduction, Intermediate and Advanced MS Power Point 2000
Microsoft Outlook 2000
Introduction, intermediate Lotus Notes R5
Introduction, intermediate Lotus Notes R6
Internet Explorer 5.0
Internet Explorer 6.0
Using HTML to Create Web Pages

Classroom Courses at Contractor's facilities

Introduction, Intermediate and Advanced MS Windows NT 4.0
Introduction, Intermediate and Advanced MS Windows XP
Introduction, Intermediate and Advanced MS Word XP
Introduction, Intermediate and Advanced MS Excel XP
Introduction, Intermediate and Advanced MS Access XP
Introduction, Intermediate and Advanced MS Power Point XP
Microsoft Outlook XP
Microsoft Project: Planning a Project and Managing a Project
Introduction, Intermediate and Advanced Photoshop
Photoshop for the Web
Designing Websites, Dreamweaver I
Maintaining Websites, Dreamweaver II
Designing Web Pages and Managing a Website Front page
Working with PDF Files, Adobe Acrobat

Internet Based Classes

Windows 2000-Introduction
Windows XP-Introduction
Microsoft Word 2000-Introduction
Microsoft Word XP-Introduction
Microsoft Excel 2000-Introduction
Microsoft Excel XP-Introduction
Microsoft Access 2000-Introduction
Microsoft Access XP-Introduction

Microsoft PowerPoint 2000-Introduction
Microsoft PowerPoint XP-Introduction
Internet Explorer 5.0

Using appropriate security measures such as passwords and user I.D.'s, employees enrolled in **Internet-Based Courses** shall be able to access the courses from both work and personal computers.

Every six months, the Contractor shall submit to DHRD a report on **Internet-Based Courses** for that period on the Internet training it provided under this contract containing the following information:

- The name and department of each employee enrolled in the internet-based courses during that period
- The cost of each course
- Whether or not the employee has completed the course
- If the employee has completed the course, the date on which it was completed.

The Contractor shall include in the bid:

- The cost for each Internet based course listed.
- The procedures for enrolling in and participating in the course

The various courses may have different costs and be of different estimated completion times.

While this is a required feature of this contract, it will not be used in evaluating the bids received. If training is conducted, courses prices shall be based on the prices established under Item 3 on OFFER FORM page OF-3

DELETION AND ADDITION OF CLASSES

The Contractor shall not delete from its curriculum those courses specified and awarded without the prior consent of DHRD.

If mutually agreed upon, other courses offered by the Contractor may be added to or deleted from the course outline with a thirty (30) day written notice to the State. Contractor's discounted or flat rate, whichever is applicable, shall apply to all added courses.

ADDITIONAL SERVICE

The Contractor shall provide a system by which employees who have completed any class will be able to contact the Contractor through a telephone/fax/e-mail hotline with specific questions about the content of the class. The Contractor will get back to the person asking the question within three (3) working days. This service shall be made available to any person attending a class for a period of six (6) months after completing the class. There shall be no additional charges for this service.

CLASSES

An estimated number of five (5) classes for each of the courses listed herein shall be conducted during the one (1) year period of this contract. More classes may be added upon mutual agreement between DHRD and the Contractor.

Class size shall be limited to a maximum of fourteen (14) trainees per class. Classes may be cancelled for enrollment of less than five (5) students or for other reasons based on mutual agreement with DHRD.

A minimum of three (3) working days notice shall be given by the Contractor before a class is cancelled.

LENGTH OF CLASS

Each class shall be four (4) hours long.

STATE'S RESPONSIBILITIES

DHRD shall promote and publicize computer training to all state agencies through its training program announcements and other means of information dissemination.

DHRD reserves the right to review and comment on Contractor's course material. Upon review, DHRD may request that the Contractor modify the training course content and/or facilities to conform to changes in the State's hardware and software standards. Such request for modification shall be made with at least sixty (60) days notice. Training equipment and materials shall be upgraded as software or hardware is upgraded by the industry providers.

The State shall provide the training laboratory, which is located at the Capitol Center, Room 303, in Honolulu for courses listed under Classroom Courses at State Facilities (Item 1 on appropriate offer form pages).

The training lab is furnished with 14 individual student workstation tables. Additionally, there will be two workstation tables available for the instructor.

CONTRACTOR'S RESPONSIBILITIES

Contractor shall provide computer software program training, experienced instructors, adequate resource and instructional materials for each student and suitable computer laboratory facilities for courses listed under Classroom Courses at Contractor's facilities (Item 2 on appropriate offer form pages).

In addition, If the State facility becomes unavailable for courses listed under item 1 on the appropriate offer form pages, the Contractor shall provide suitable computer laboratory or training room(s) that are air conditioned and equipped with one computer, color monitor and other appropriate hardware per student. Training room(s) should be configured to accommodate fourteen (14) students without overcrowding. All computers shall use the Windows operating system. The exact configuration of the training facility may be modified upon mutual agreement with DHRD and the Contractor.

Courses prices for training conducted at the Contractor's site shall be based on the prices established under Items 2 and 3 on the appropriate offer form pages.

Software programs. The Contractor shall provide computer software training for the programs listed herein.

Qualified/Experienced Instructors. Instructors shall have the experience described in paragraph entitled "Bidder Qualifications" of the Special Provisions.

Published/Catalog Price Schedule. Contractor shall submit published/catalog price schedule with Price Offer at time of bid. The published/catalog price schedule submitted shall be used for the duration of this contract, including extensions, if any.

Training Sites. The computer laboratory or training room(s) shall be located within the city of Honolulu, between Kaimuki and the Honolulu Airport. It would be an added benefit to have another site in the Leeward or Windward area. Parking shall be readily accessible and provided free of charge or for a minimal fee for the period of the class.

Courses prices for training conducted at the Contractor's site shall be based on the prices established under **Items 2 and 3** on the appropriate offer form pages.

Resource and Instructional Materials. Resource and instructional materials in the form of publications, manuals and handouts as well as computer disks containing pertinent course information and exercises shall be provided to each employee, at no additional cost.

Attendance Roster. The Contractor shall prepare an attendance roster for each class conducted under this contract. The roster shall include the name and department of each trainee and a space in which the instructor will have each trainee sign his/her name. The roster shall be sent to DHRD within two weeks after the training has been completed.

Course Evaluation. The Contractor shall have each trainee complete a written course evaluation at the end of each class. The evaluations shall be sent along with the rosters, to DHRD within two weeks after the training has been completed.

Reports on Classes Conducted. The Contractor shall send to DHRD a list of all classes conducted under this contract, at the end of each six-month period from the official commencement date of contract specified on the Notice to Proceed. The list shall include, for each class, the class name, the date class was conducted and the number of attendees. The list shall also include the total number of classes and the total number of attendees for that period. The Contractor shall respond in a timely manner to other requests for statistical information as needed.

Registration, Billing and Collection. The Contractor shall be responsible for registration, billing and collection and shall perform these directly with the departments or agencies wishing to register employees in the classes. Registration shall be done in accordance with procedures established by DHRD. DHRD will provide the Contractor with a copy of the standard registration form which departments will submit to register employees for classes.

Departments shall be allowed to cancel employees' registration up to five (5) working days prior to start of a class without penalty. Departments shall also be allowed to send substitutes if the registered employees are unable to attend class for which the employees have been confirmed. DHRD cannot guarantee that classes will always be filled.

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

Procurement Officer	=	The contracting officer for the State of Hawaii Procurement Office.
State	=	All agencies, including schools, participating in this agreement.
SPO	=	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room, 416, Honolulu, Hawaii 96813; P. O. Box 119, Honolulu, Hawaii 96810-0119.
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GTC	=	General Terms and Conditions dated September 1, 1995 and issued by the SPO.
IFB	=	Invitation for Bids
RFP	=	Request for Proposals
GET	=	General Excise Tax

SCOPE

Furnishing of services to develop, conduct and evaluate computer classroom training programs for Hawaii State Employees on Oahu shall be with these Special Provisions, the attached Specifications, and the GTC, included by reference and available at the SPO, the Department of Accounting and General Services District Offices on Hawaii, Maui and Kauai, and on the SPO website: <http://www2.state.hi.us/bidfiles/spogtgs.pdf>

RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:
 - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); **or**
 - b. Be registered to do business in the State. (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

STATE'S COMMITMENT

In return for prices submitted the following purchasing jurisdictions will purchase all of their requirements for the services listed herein from the successful low bidder:

1. Executive branch agencies;
2. Department of Education;
3. Judiciary;
4. Senate;
5. House of Representatives;
6. Office of Hawaiian Affairs; and

When the purchase of a good or service listed herein is not appropriate to an agency's purpose, the purchasing jurisdiction may grant an exception to this commitment.

CONTRACT ADMINISTRATOR

For the purpose of this contract Mr. Mark Epstein, DHRD Personnel Program Manager, Training and Safety Division, telephone number 587-1027 or his duly appointed representative is designated Contract Administrator.

TERM OF CONTRACT

This agreement shall be for a twelve (12) month period commencing on April 1, 2004 or the official commencement date specified on the Notice to Proceed. Unless terminated, this agreement shall be extended for a period not to exceed two (2) additional twelve-month periods without the necessity of rebidding upon mutual agreement in writing, at least ninety (90) days prior to expiration, provided there is no increase in contract cost to the State.

Contractor or the State may terminate agreement at any time during the extended period upon ninety (90) days prior written notice to the Procurement Officer.

CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this IFB, bidder certifies as follows:

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this IFB have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

SUBMISSION OF OFFER

Offers shall be received at the SPO, 1151 Punchbowl Street, Kalanimoku Building, Room 416, Honolulu, Hawaii 96813, no later than the date and time stated on the cover page of the IFB. Timely receipt of offers shall be evidenced by the date and time registered by the SPO time stamp clock. Offers received after the deadline shall be returned unopened.

If the Offeror chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to Room 416. This may cause a delay in receipt by the SPO and the offer may reach the SPO after the deadline, resulting in automatic rejection.

BIDDER QUALIFICATION

Bidder shall have a permanent office location from where he conducts business and be accessible for telephone calls. Bidder shall complete the requested information on the appropriate Offer Form page.

Bidder shall be experienced in providing the services specified herein. Accordingly, bidder shall furnish three (3) references on appropriate Offer Form page to whom bidder has provided or is currently providing the services required herein.

Notwithstanding any other requirement described in this IFB, bidder shall also meet the following:

1. Instructors shall have at least one (1) year teaching experience with the software they are teaching and be familiar with the equipment being used without frequent reference to the equipment manuals. This experience shall have been gained within the last three years of the beginning of this contract.
2. The environment of Contractor's facility shall be conducive to learning. That is, the computer laboratory or training room(s) shall be air conditioned and equipped with one computer, color monitor and other appropriate hardware per student. Training rooms should be configured to accommodate 14 students without overcrowding. Each computer shall use the Windows operating system. Furniture (desks and chairs) shall be in good condition. The exact configuration of the training facility may be modified upon mutual agreement with DHRD and the Contractor.

The computer laboratory or training room(s) shall be located within the geographical areas specified herein.

TWO-STEP PROCUREMENT PROCESS

This section highlights the two-step procurement process in which bidders submit the unpriced technical offer and the price offer by the specified deadline in separately sealed envelopes. Bidder shall comply with the following in preparing its technical and price offers.

STEP ONE – TECHNICAL OFFER

- I. **CONTENTS OF TECHNICAL OFFER.** The intent of this section is to standardize the offers to allow for easier comparison, and is not an attempt to limit the content of an offer in any way. Bidder may include any additional data or information deemed to be pertinent to this IFB. The offer should be prepared simply and economically, providing a straightforward and concise delineation of the bidder's ability to satisfy the requirements of this IFB.

The technical offer shall not contain any reference to costs or prices to allow evaluation strictly on the basis of technical merit. Failure to comply with this requirement shall be grounds for rejection of the technical offer.

- A. **Transmittal Letter** - A transmittal letter in the form of a standard business letter on the bidder's letterhead shall be attached to the technical offer.

The letter shall indicate the bidder's (company) exact legal name and shall be signed by an individual authorized to legally bind the bidder (i.e., the owner of a sole proprietorship; one or more members of a partnership; one or more members or officers of each firm representing a joint venture; by one of more officers of a corporation).

The transmittal letter shall indicate that the unpriced technical offer is submitted in response to the IFB number specified on the cover letter of this IFB.

The letter shall also designate those portions of the technical offer which contain trade secrets or other proprietary data, if any.

- B. **Program Plan** - Bidder's shall submit a complete plan for providing the services required by the IFB. Bidder's plan must demonstrate an understanding of, and the ability to meet and perform, all contractual requirements of the IFB.

Bidder shall provide a narrative giving a detailed course description of how the services specified herein will be accomplished, but shall not be limited to the following:

- (a) Describe the program content of each course listed in this solicitation; bidder shall submit a general description, to include instructional approach, for each course. Submit a copy of the participant manual for each course.
- (b) List each course with the name of each instructor who will be assigned to teach this class. Provide educational and other relative background information to include the number of years of experience each instructor has with the software(s) assigned to teach;
- (c) For Item No. **2 and 3**, identify and list geographical areas where class(es) are to be conducted. Bidder shall identify class site, classroom facility and equipment.

Bidder shall indicate prior and current experience which bidder considers relevant to the successful management of the program defined by this IFB and shall include sufficient detail to demonstrate the relevance of such experience.

Bidder shall also provide the names and addresses of at least three (3) companies or government agencies for whom bidder has provided similar services, and who can attest to the reliability of the bidder's service and/or personnel. The State reserves the right to contact the references to inquire about bidder's past work performance.

- II. **PACKAGING OF TECHNICAL OFFER.** Five (5) sets of the unpriced technical offer are required, one to be clearly marked as "ORIGINAL" and the others as "COPY".

The outer packaging for the unpriced technical offer must:

- a. Be clearly marked "TECHNICAL OFFER FOR FURNISHING SERVICES TO DEVELOP, CONDUCT AND EVALUATE COMPUTER CLASSROOM TRAINING FOR STATE EMPLOYEES ON OAHU-- IFB-04-042-O".
- b. Indicate the name, address, telephone number, and FAX number of the bidder; and
- c. Be sealed.

- III. **EVALUATION OF TECHNICAL OFFER.** The unpriced technical offer will NOT be opened publicly and will not be subject to public inspection until after the contract has been signed by all parties.

The State reserves the right to determine what is in its best interest when reviewing offers submitted. The evaluation committee comprised of DHRD staff intends to conduct a comprehensive, fair, and impartial evaluation of the offers received.

- A. **Initial Review** - The technical offer will be opened by public procurement officials and will be initially reviewed to determine whether it is in compliance with the IFB requirements as to form and content.

1. The technical offer will be reviewed for timeliness of submission, completeness, and compliance with the requirements and bidder qualifications specified in the IFB.
2. A technical offer that does not comply with the requirements of the IFB may be rejected from further consideration. Bidder will be notified if disqualified under this section.

- B. **Review by Evaluation Committee** – Technical offer passing initial review shall subsequently be reviewed by an evaluation committee comprised of DHRD staff and the evaluation shall be based on the Evaluation Criteria on page SP-15. The State will issue a Notice of Disqualification to a bidder whose technical offer does not earn the minimum qualifying score of 85 points (average).

The sealed price offer of a bidder who fails to receive the minimum qualifying score will be returned unopened along with a Notice of Disqualification that will inform the bidder that its offer will not receive further consideration.

IV. **DISCUSSIONS.** The State may conduct confidential oral or written discussions of unpriced technical offers and/or may issue addenda to the IFB to bidders submitting unpriced technical offers.

Bidders may respond to addenda in the form of new unpriced technical offers or amendments to the technical offer previously submitted. Any amendments to technical offers shall be clearly identified as such and shall describe in detail the modification(s) offered to the previously submitted technical offer. Deadline for submission of new unpriced technical offers, or amendments to previously submitted technical offers, shall be determined by the SPO, as applicable.

During the discussion process, the State will not identify methods for improving or correcting an offer, nor discuss features of other offers. The State will not accept additions to any offer that do not relate to the areas for which information was requested by the State. All accepted responses to these communications shall become part of the bidder's offer, and thereby become a part of the contract, if the bidder is awarded the contract.

STEP TWO – PRICE OFFER

I. **CONTENTS OF PRICE OFFER.** Bidder shall complete and submit the Offer Form pages of the IFB. When completing the submission, the following shall be taken into consideration:

A. **Offer Form, Page OF-1.** Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Hawaii business. A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.

Compliant non-Hawaii business. A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

B. **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii GET at the current 4% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

C. **Taxpayer Preference.** For evaluation purposes, pursuant to §103D-1008, HRS, the Bidder's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

- D. **Bid Quotation.** Bidder shall offer a discount rate off of bidder's catalog/published course prices (option 1) or a flat fee for all courses (option 2) for **item numbers 1, 2, 3 and 4**. The discount rate and the flat fee shall include all applicable taxes, services, materials, supplies, equipment and any other incidentals and operation expenses incurred to provide services specified. No other charges will be honored. Bid Price or discount rate shall be per student per course title.

Bidders shall also offer a discount rate off the bidder's catalog/published course prices (option 1) or a flat fee (option 2) for Internet based courses listed on SPECIFICATIONS page S-2 under COURSES.

- E. **Published Catalog Price Schedule.** Bidder shall submit, with the price offer, its published/catalog price schedule to be used for the duration of this contract.
- F. **Offer Guaranty.** An offer guaranty is not required for this IFB.
- G. **Insurance.** Bidder shall provide insurance information as requested on Offer Form, where indicated.
- H. **Wage Certificate.** Refer to Section 2.7 of the GTC. Bidder shall complete and submit the attached Wage Certificate by which bidder certifies that the services required will be performed pursuant to Section 103-55, HRS. Only Item No. 1 of the wage certificate is applicable to this IFB. There are no comparable positions in the public sector that performs similar work as specified herein.

- II. **EVALUATION OF PRICE OFFER.** The sealed price offer submitted by bidder receiving a minimum qualifying score will be opened on the deadline specified on the cover page of this IFB, or as amended. The final selection and the contract award will be to the responsive, responsible bidder with the lowest price offer, or as appropriately evaluated, in support of a qualifying technical offer. Refer to the provision entitled "Method of Award."

TECHNICAL AND PRICE OFFERS DUE DATE

The unpriced technical offer and price offer are both due by the deadline specified on the cover page of this IFB, or as amended. The unpriced technical offer and the price offer shall be submitted in separately sealed envelopes/containers by the due date and time.

Technical and price offers that do not comply with these requirements shall not be considered. The official date and time shall be that recorded by the SPO time-stamp clock. Whether or not offers are opened exactly at the time fixed for opening, technical and price offers received after the deadline shall not be considered for award. These conditions apply regardless of whether offers are mailed or hand delivered.

PREPARATION COSTS

Costs for developing the offer is solely the responsibility of the bidder whether or not any award results from this solicitation. The State will provide no reimbursement for such costs.

DISPOSITION OF PROPOSALS

All offers become the property of the State. The successful offer will be incorporated in the resulting contract.

AWARD CONTRACT

Method of Award. Award, if any, will be made to the responsive, responsible bidder submitting the lowest evaluated total sum bid for item numbers 1 and 2, option 1 or 2. To be considered for award, bidders must be able to provide all courses listed and bid on item numbers 1, 2, **3 and 4**, including options 1 or 2 for each item number.

For option 1, item numbers 1 and 2, the published cost for each course shall be multiplied by the difference between one (1.00) and the discount rate offered to arrive at the evaluated cost per course. The evaluated costs for all of the courses shall be added together to arrive at the evaluated total sum bid.

An example of this calculation is as follows:

Course Fee from the published catalog price schedule: \$50.00

Discount Rate: 20%

$\$50.00 \times (1.00 - .20) = \40.00 (Evaluated Cost)

For option 2, item numbers 1 and 2, the flat fee per course for all the courses shall be added together to arrive at the evaluated total sum bid price.

Responsibility of Lowest Responsive Bidder. Reference §3-122-112, HAR, Responsibility of Offerors. If compliance documents have not been submitted to the SPO prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the SPO.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): <http://www.state.hi.us/tax/alphalist.html#a>

DOTAX Forms by Fax/Mail: (808) 587-7572

1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the SPO. However, the tax clearance certificate shall be submitted to the SPO.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the SPO. A photocopy of the certificate is acceptable to the SPO.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://dlir.state.hi.us/Application%20for%20Certificate%20of%20Compliance.pdf>, or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the SPO.

The application for the certificate is the responsibility of the offeror, and must be submitted directly to the DLIR and not to the SPO. However, the certificate shall be submitted to the SPO.

Compliance with Section 103D-310(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, the lowest responsive offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the SPO. A photocopy of the certificate is acceptable to the SPO.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the SPO as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

EXECUTION OF CONTRACT

Formal written contract(s) and performance and payment bonds (Section 3.3 and 3.4 of the GTC) will NOT be required for awards made in response to this IFB.

Successful offeror will receive a Notice of Award to which will be attached a SPO price list showing the item(s) which the respective offeror has been awarded. This method of award does not waive compliance with Specifications, Special Provisions, and the GTC of the IFB.

ORDERING

The State will place orders with the Contractor(s) as services are needed during the contract period. The Contractor shall honor all purchase orders received during the contract period and deliver the services according to the contract terms and within the required delivery time.

INSURANCE

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by an subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	Combined Single Limit \$300,000 per occurrence for Bodily Injury and Property Damage

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P. O. Box 119, Honolulu, Hawaii 96810-0119."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

INVOICE AND PAYMENT

Contractor shall submit original and three copies of the invoice to the address specified on the Registration Form. Invoice shall include name of employee/student, course title, item number, date of class, cost.

Payment shall be made to the Contractor at the contracted price upon certification by the State that the Contractor has satisfactorily completed the service.

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods, or performance of the services, to make payment. For this reason, the State shall reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to contract requirements and shall immediately remedy any defects due to faulty service by the Contractor.

REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State, upon request by the Contract Administrator.

INSPECTION

All work done shall be subject to inspection and approval by the Contract Administrator, so as to ascertain that the services rendered are in accordance with requirements and intentions of the Specifications and Special Provisions.

LIQUIDATED DAMAGES

Refer to Section 5.8 of the GTC. Liquidated damages is fixed at the sum of FIFTY DOLLARS (\$50.00) for each and every calendar day the Contractor delays in the completion of any item of his contract after the required date of said completion.

PROTEST

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the bulletin board between room 416 and room 420, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, SPO, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813 or P. O. Box 119, Honolulu, Hawaii 96810-0119.

ADDITIONS AND EXCEPTIONS TO THE GTC

Additions to the GTC:

Approvals. Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in §§3-122-95 through 3-122-97, HAR.

Confidentiality of Material. All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, chapter 92F, HRS. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to §3-122-58, HAR, in the case of an RFP, or §3-122-30, HAR, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the

offer in order to facilitate inspection of the non-confidential portion of the offer. Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Office of the Attorney General in accordance with chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under chapter 3-126, HAR. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with §92F-15.5, HRS.

Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Correctional Industries. Goods and services available through Correctional Industries (CI) programs may be the same or similar to those awarded by competitive sealed bids or proposals. Agencies participating in SPO requirements (price list) contracts may also procure directly from CI and shall not be considered in violation of the terms and conditions of any SPO contract.

Year 2000 Compliance. All appropriate hardware, software, and systems utilized for the work specified herein shall be year 2000 compliant.

Amendments to the GTC:

Subsection 2.1 Competency of Offeror. Paragraph one is rescinded and replaced with the following:

"Prospective Offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive."

Subsection 2.5 Preparation of Offer. Paragraph four is rescinded and replaced with the following:

"An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

Subsection 3.1(B) Preference for Hawaii Products. GTC §3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products (HP) list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. SPECIAL PROVISIONS SP-13 IFB-04-042-O

jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-HP by more than: three per cent where class I HP are involved; five per cent where class II HP are involved; or ten per cent where class III HP are involved.

All persons submitting bids or proposals to claim HP preference shall designate in their bids which individual product and its price is to be supplied as a HP.

Where a bid or proposal contains both Hawaii and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a HP item shall be decreased by subtracting there from: three per cent, five per cent, or ten per cent for the class I, class II, or class III HP items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

Subsection 3.1(C) Printing Preference. GTC §3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall receive a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference.

Clarifications to the GTC:

Subsection 2.8 Certification of Offeror Concerning Wages, Hours and Working Conditions of Employees Supplying Services. Section 103-55, HRS, amended by Act 149, SLH 1999, now applies to service contracts in excess of \$25,000 and also excludes professional personnel.

GTCs Not Applicable. Subsections 2.11 and 2.14 of the GTC that apply specifically to the RFP method of source selection are not applicable to IFBs. Also subsections 2.10 and 2.13 that apply specifically to the IFB method of source selection are not applicable to RFPs.

EVALUATION CRITERIA

	<u>Points</u>
I. CLASSROOM FACILITIES: This refers to the set up of the computer laboratory, e.g., desks, chairs, computers and printers per student, air conditioning, lighting, restrooms, the general teaching environment and <u>the availability of free or reasonably priced parking.</u>	<u>20</u>
II. PROGRAM CONTENT: This refers to the content of each course as specified in this contract.	<u>30</u>
III. PARTICIPANT MATERIALS: This refers to the manual and any computer disks or other materials to be distributed to each participant. <u>Offeror shall submit copies of the manual and other materials for each course with the proposal.</u>	<u>25</u>
IV. INSTRUCTOR QUALIFICATION: This refers to instructor credentials as specified in this contract. Please submit with your technical offer a brief resume of each instructor who will be teaching the courses as specified in this contract.	<u>25</u>

Total maximum points possible: 100

Minimum points need to qualify: 85 average*

* An average will be derived by adding the points given by each evaluator then dividing this total by the number of evaluators. For example, if there are three (3) evaluators, a technical offer would have to receive a total of 255 points in order to qualify (255 divided by 3 = 85 average).